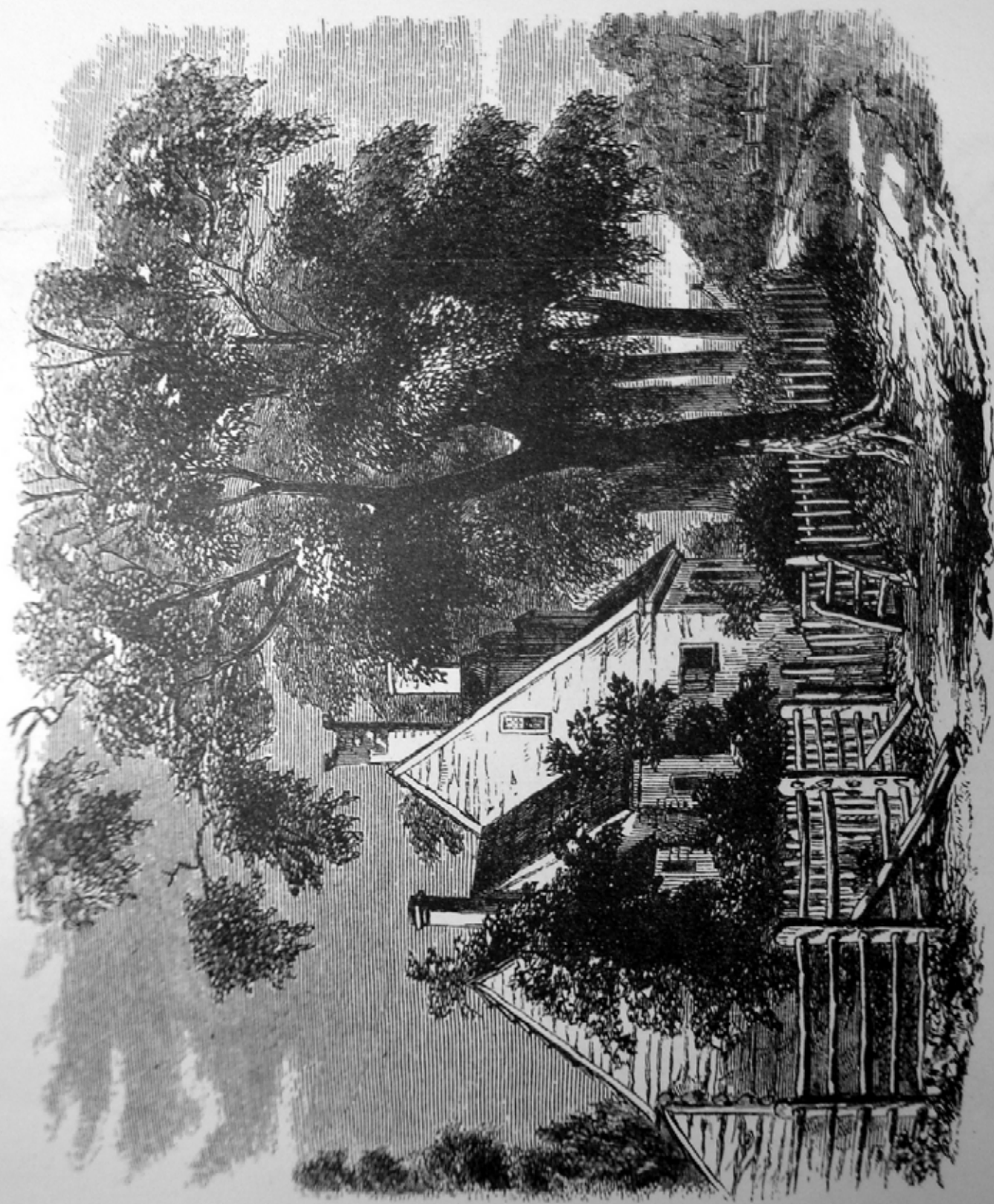




TOPOGRAPHICAL CAMP, DARNESTOWN.

was satisfactorily discussed. If I had known I walked
 with a group on the
 about four o'clock in the afternoon I walked
 group on the



MRS. BELL'S, DARNESTOWN.

PERSONAL RECOLLECTIONS OF THE WAR.
BY A VIRGINIAN.



On which occasion, Madam, the lovely daughter of Ceres was like the flowers I have the honor of presenting to you—a bouquet in-fern-al."

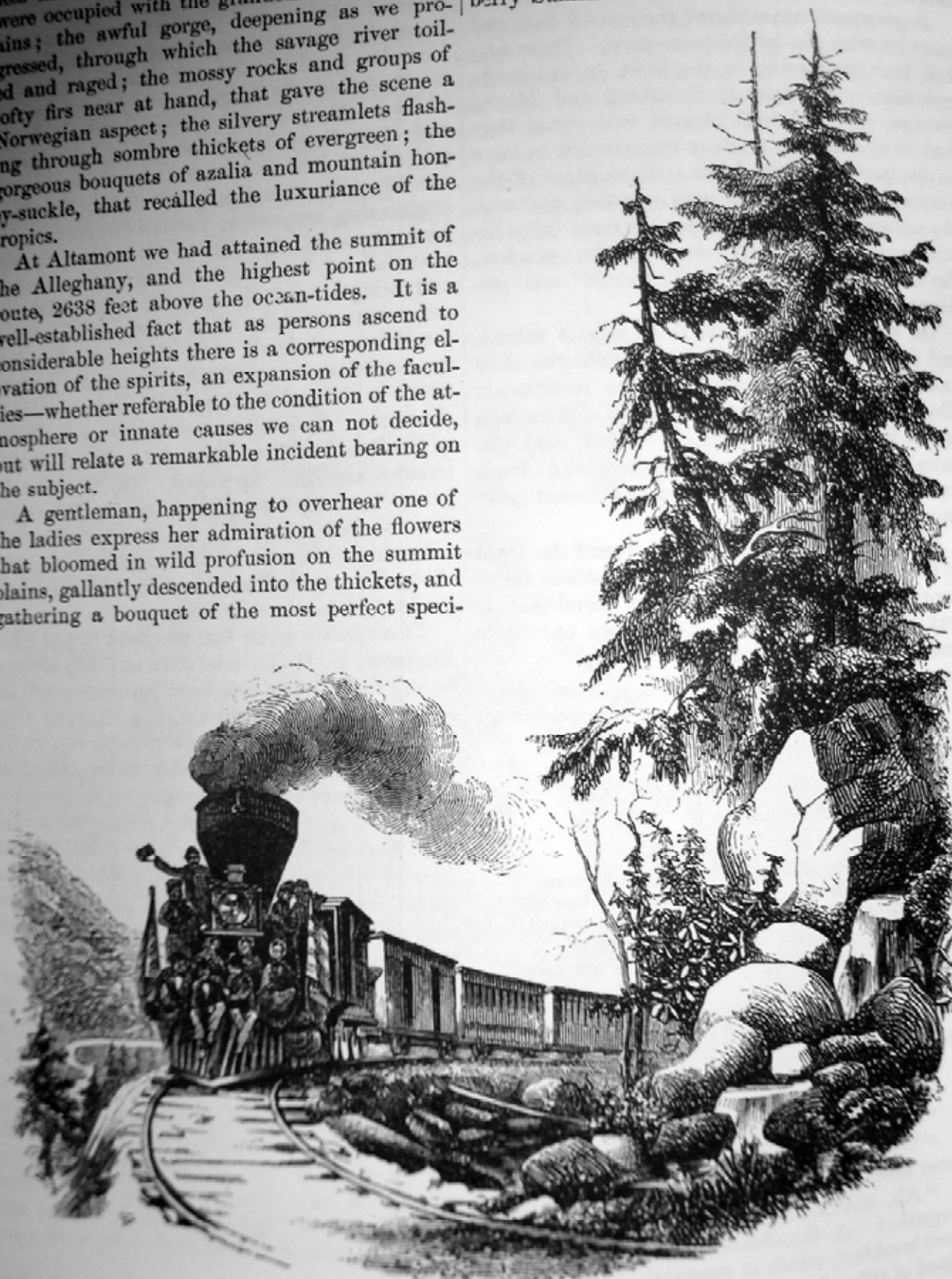
Whether this is to be classed among the meteorological or psychological phenomena is an undetermined question; but immediately thereafter the train began to descend by a gentle slope into the region of the glades—those breezy high-land meadows lying between Altamont and Cranberry Summit.

At Altamont we had attained the summit of the Alleghany, and the highest point on the route, 2638 feet above the ocean-tides. It is a well-established fact that as persons ascend to considerable heights there is a corresponding elevation of the spirits, an expansion of the faculties—whether referable to the condition of the atmosphere or innate causes we can not decide, but will relate a remarkable incident bearing on the subject.

A gentleman, happening to overhear one of the ladies express her admiration of the flowers that bloomed in wild profusion on the summit plains, gallantly descended into the thickets, and gathering a bouquet of the most perfect speci-

On which occasion, Madam, the lovely daughter of Ceres was like the flowers I have the honor of presenting to you—a bouquet in-fern-al."

Whether this is to be classed among the meteorological or psychological phenomena is an undetermined question; but immediately thereafter the train began to descend by a gentle slope into the region of the glades—those breezy high-land meadows lying between Altamont and Cranberry Summit.



ASCENDING THE ALLEGHANIES.

6. Lessee is hereby granted the right at any time and from time to time, as recurring right either before or after production, to pool, consolidate, and unitize the land or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production of oil or gas. However, no unit for the production primarily of oil shall embrace more than 80 acres, or for the production primarily of gas (with or without distillate) more the 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the fields or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations or declarations of pooling in the county in which the land is located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the land, whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purpose as if it were covered by and included in the lease except that the royalty on production from the unit shall be as below provided and except that in calculating the amount of any shut-in gas royalties, only that part of the acreage originally leased and actually embraced by this lease shall be counted. With respect to the production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of Lessor's acreage hereunder which is placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

7. Lessee shall, without cost, have the right to use oil, gas and water produced from or stored on the land for Lessee's operations, except the Lessee shall not be entitled to use water from Lessor's domestic water well and Lessee, when requested in writing by any Lessor owning an interest in the surface, shall bury, if reasonable and practical, all pipelines crossing cultivated land off the well sites below ordinary plow depth. Lessee agrees that no well shall be drilled within two hundred (200) feet of any occupied residence located on the land as of the date of this lease without the Lessor's consent. Lessee shall pay Lessor for all actual damages directly caused by Lessee's drilling operations on the land to Lessor's growing crops, trees, and fences. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed in, on or under the land by Lessee, including the right to draw and remove all casing and pipelines.

8. The rights of each party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, devisees, successors and assigns, but no change or division in the ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the right of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished with a certified copy of a recorded instrument or instruments evidencing such change of ownership. In the event of assignment hereof in whole or in part, liability for breach of any obligation issued hereunder shall rest exclusively upon the owner of this lease, or portion thereof, who commits such breach. In the event of the death of any person entitled to any payment hereunder.

6. Lessee is hereby granted the right at any time and from time to time, as recurring right either before or after strata, to pool, consolidate, and unitize the land or any portion or portions thereof, as to all strata or any stratum or the production primarily of oil shall embrace more than 80 acres, or for the production primarily of gas (with or without distillate) more the 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the fields or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations or declarations of pooling in the county in which the land is located. Lessee shall file production from the unit shall be treated as if such operations were upon or such production were from the land, whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purpose as if it were covered by and included in the lease except that the royalty on production from the unit shall be as below provided and except that in calculating the amount of any shut-in gas royalties, only that part of the acreage originally leased and actually embraced by this lease shall be counted. With respect to the production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of Lessor's acreage hereunder which is placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

7. Lessee shall, without cost, have the right to use oil, gas and water produced from or stored on the land for Lessee's operations, except the Lessee shall not be entitled to use water from Lessor's domestic water well and Lessee, when requested in writing by any Lessor owning an interest in the surface, shall bury, if reasonable and practical, all pipelines crossing cultivated land off the well sites below ordinary plow depth. Lessee agrees that no well shall be drilled within two hundred (200) feet of any occupied residence located on the land as of the date of this lease without the Lessor's consent. Lessee shall pay Lessor for all actual damages directly caused by Lessee's drilling operations on the land to Lessor's growing crops, trees, and fences. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed in, on or under the land by Lessee, including the right to draw and remove all casing and pipelines.

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Date: 07/15/2008 Doc No: 18513 Kind: AGREE Book: 303 Page: 680 Desc: 62.91A LOST RIVER DISTRICT
Grantors: BLAND, LLOYD P & SHELIA L
RUDOLPH, ANGELA L & TERRY F
Grantees: POWELL LAND COMPANY LLC
Ref: Press ESC to Close Page 2 of 6

Book Page Go

7. Lessee shall, without cost, have the right to use oil, gas and water produced from or stored on the land for Lessee's operations, except the Lessee shall not be entitled to use water from Lessor's domestic water well and Lessee, when requested in writing by any Lessor owning an interest in the surface, shall bury, if reasonable and practical, all pipelines crossing cultivated land off the well sites below ordinary plow depth. Lessee agrees that no well shall be drilled within two hundred (200) feet of any occupied residence located on the land as of the date of this lease without the Lessor's consent. Lessee shall pay Lessor for all actual damages directly caused by Lessee's drilling operations on the land to Lessor's growing crops, trees, and fences. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed in, on or under the land by Lessee, including the right to draw and remove all casing and pipelines.

8. The rights of each party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, devisees, successors and assigns, but no change or division in the ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the right of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished with a certified copy of a recorded instrument or instruments evidencing such change of ownership. In the event of assignment hereof in whole or in part, liability for breach of any obligation issued hereunder shall rest exclusively upon the owner of this lease, or portion thereof, who commits such breach. In the event of the death of any person entitled to any payment hereunder, Lessee may pay or tender such payments to the credit of the deceased, until such time as Lessee has been furnished with the proper evidence of the appointment and qualification of an executor or an administrator of the estate, or if there be none, then until Lessee is furnished satisfactory evidence as to the heirs or devisees of the deceased, and that all debts of the estate have been paid. If at any time two (2) or more persons become entitled to participate in any amount payable hereunder, Lessee may pay or tender such amount jointly to persons; or, at the Lessee's election, the portion or part of said amount to which each participant is entitled may be paid or tendered to each participant separately; and payment or tender to any such participant of its/their portion of the royalties hereunder shall maintain this lease as to such participant. In the event of an assignment of this lease as to a segregated portion of the land, the amounts payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in any payment hereunder by one shall not affect the right of other leasehold owners hereunder. If the land is now or shall

royalties, shut-in royalties, and any other payment due hereunder to be paid to Lessor shall be reduced proportionately. Failure of Lessee to reduce any such payment paid hereunder or make an overpayment of such amount due hereunder shall not impair the right of Lessee to reduce royalties payable hereunder. Lessor agrees that during the primary term of this lease, it will not grant a top lease to any third party without first giving Lessee the right to acquire such top lease on the same terms, conditions, and for the same consideration being offered by the third party.

13. Should Lessee be prevented from complying with any expressed or implied covenant of this lease, from conducting drilling or reworking operations thereon or on lands pooled therewith or from producing oil or gas therefrom or from lands pooled therewith, by reason of scarcity of, or inability to obtain or to use pipelines, equipment or material, explosions, breakage of or accident to machinery, equipment, or lines of pipe, the inability to acquire, or the delays in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitudes, rights-of-way, permits, licenses, approvals and authorizations by regulatory bodies as may be necessary in order that obligations assumed hereunder may be lawfully performed in the manner contemplated, or by market conditions which (in Lessee's sole judgement) render sales of oil or gas as unprofitable or imprudent, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and the time while Lessee is so prevented by any such cause from conducting drilling or reworking operations on, or from producing oil or gas from the land or lands pooled therewith; and the time while Lessee is so prevented shall not be counted against the Lessee, anything in this lease to the contrary notwithstanding.

14. The undersigned hereby release and relinquish all rights of dower, curtesy, or other spousal interest and homestead in the land, insofar as said right of dower, curtesy, spousal interest and homestead may in any way affect the purposes for which this lease is made as recited herein.

15. Notwithstanding any other provision herein to the contrary, Lessee shall have the right and power to pool and unitize, for horizontal drainhole wells as such wells are defined or recognized by West Virginia Oil and Gas Board, all or part of the lands covered by this lease with any other land for oil or gas to form pooled units of such size as may be permitted by the Board for the assignment of acreage to the horizontal drainhole well or wells in question. In exercising its pooling rights for horizontal drainhole wells under this paragraph, Lessee shall file of record in the county where the lands to be pooled are located a written declaration describing the unit and stating the effective date of pooling. Lessee shall have the recurring right but not the obligation to revise any unit formed for horizontal drainhole wells by expansion or contraction or both, either